

**INTERGOVERNMENTAL AGREEMENT
FOR
MAINTENANCE AND CUSTODIAL SERVICES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is made this ____ day of _____, 2023,

AMONG

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “County”),

AND

THE CITY OF FLAGSTAFF, a municipal corporation, of 211 West Aspen Avenue, Flagstaff, Arizona 86001 (hereinafter the “City”),

AND

COCONINO COUNTY JAIL DISTRICT, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the “District”).

WHEREAS:

- A. Pursuant to ARS §11-251(6), the County provides suitable rooms for county purposes including custodial services, maintenance, utilities, landscaping and parking lots for buildings occupied by the Coconino County Sheriff’s Department; and
- B. Pursuant to its charter and ARS §§22-402 and 9-499.01, the City operates a police department including custodial services, maintenance, utilities, landscaping and parking lots for buildings occupied by the Flagstaff Police Department; and
- C. Pursuant to ARS §48-402(D) the District operates the Coconino County Jail including custodial services, maintenance, utilities, landscaping and parking lots for buildings occupied by the District; and
- D. Pursuant to ARS §11-952, the County, the City and the District may jointly exercise common powers and may enter into agreements for joint or cooperative action; and
- E. The Coconino County Sheriff’s Department, the Flagstaff Police Department and the District occupy portions of the Law Enforcement Administrative Facility located adjacent to the Coconino County Jail (hereinafter the “Building”); and
- F. Many systems including heating, air conditioning, emergency power and natural gas are common to the Building and the Coconino County Jail; and

- G. The Building and the Coconino County Jail require regular and unscheduled maintenance (hereinafter the “Maintenance”); and
- H. The County, the City and the District are willing to pay a pro rata share of the cost of the Maintenance based upon the areas they occupy in the Building and the Coconino County Jail; and
- I. The Building requires regular custodial services (hereinafter the “Custodial Services”); and
- J. The Building requires certain utilities to operate including electricity, water, sewer, natural gas, reclaimed water, and solar (hereinafter the “Utilities”); and
- K. The County, the City and the District are willing to pay a pro rata share of the Custodial Services and the Utilities based upon the areas they occupy in the Building; and
- L. The landscaping of the Building and the parking lots adjacent to the Building and the Coconino County Jail require regular and unscheduled maintenance (hereinafter the “Landscaping”); and
- M. The County, the City and the District are willing to pay a pro rata share of the cost of the Landscaping based upon the number of parking spaces authorized in each parking lot; and
- N. The landscaped areas adjacent to the Building and the Coconino County Jail require watering; and
- O. The County, the City and the District are willing to pay a pro rata share of the cost of reclaimed water for those landscaped areas (hereinafter the “Reclaimed Water”).
- P. The parking lots adjacent to the Building and the Coconino County Jail require snow plowing from time to time (hereinafter the “Snow Plowing”); and
- R. The County, the City and the District are willing to pay a pro rata share of the cost of Snow Plowing based upon the number of parking spaces authorized in each parking lot; and
- S. Each agency pays full cost for their own agency specific projects (i.e. carpet replacement for jail area); and
- T. The City and the County entered into an initial intergovernmental agreement of short duration on December 18, 2000, regarding shared payment costs concerning operating and maintaining the Building (hereinafter “Initial Agreement”).
- U. The City and the County amended the Initial Agreement on May 24, 2001, in order to extend the term of the agreement until June 30, 2001 or upon the execution of an

intergovernmental agreement of longer duration based upon actual cost data acquired regarding the operation and maintenance of the Building during the term of the Initial Agreement.

- V. The parties to this Agreement intend to replace the Initial Agreement with this Agreement of longer duration.

THEREFORE, in consideration of these premises and their mutual promises herein, the parties hereto agree as follows:

1. This Agreement commences on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period commencing on the first day of July after the expiration of the initial period or a period subsequent thereto, for five years. Effective as of the date hereof, this Agreement shall replace the Initial Agreement, as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.
2. This Agreement may be terminated at the end of a Period by any party hereto upon written notice of termination delivered to the other parties hereto prior to the first day of April in that Period.
3. The County, through the Coconino County Sheriff's Office, will provide the Custodial Services, Maintenance, and the Utilities.
4. The County, the City, and the District will pay the pro rata shares of the cost of the Custodial and Maintenance Services as set forth in Exhibit A.
5. The staff of the County, the City, and the District will meet and provide budget estimates for Maintenance and Custodial Services for the following budget cycle, no later than the end of December or when each agency deadline occurs.
6. The methodology for charging landscaping and snow plowing will split costs based on parking spaces used by each agency. The methodology for charging all other maintenance and custodial will split costs based on the square footage used by each agency.
7. The District will issue invoices to the City and the County for their pro-rata shares of the cost of Maintenance, the cost of Landscaping, and the cost of Snow Plowing on a bi-annual basis.
8. In the event that the cost of providing Maintenance and Custodial services, exceeds the amount budgeted, the County, the City and the District will each pay their respective pro rata share of any such overrun within ninety (90) days after the end of the Period in which the overrun occurs.

9. In the event that the cost of providing Maintenance and Custodial services is under the amount budgeted, the County, City and District will each receive a credit for their respective pro rata share of any such credit within ninety (90) days after the end of the Period in which the overrun occurs.
10. This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.
11. The County, the City and the District agree:
 - (a) To submit all reports and invoices specified in this Agreement.
 - (b) The County, the City and the District shall preserve and make available all records for a period of five (5) years from the date of the last day in the Period in which the record was made under this Agreement and for such period as is required by any other paragraph of this Agreement including the following:
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination;
 - (2) Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by any party shall be retained by the County or the District until such appeals, litigations, claims or exceptions have been finally resolved.
 - (3) If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
12. Unanticipated costs and revenues occurring under this Agreement will be allocated by agreement of the parties Authorized Representatives who are designated as follows:
 - a. City - Deputy Chief of Support Services, Flagstaff Police Dept
 - b. County - Chief Deputy - Coconino County Sheriff's Office
 - c. District - Chief Deputy
13. The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

14. This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement shall be void.
15. The parties hereto shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The parties hereto shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The parties hereto shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The parties hereto shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.
16. Each party as Indemnitor shall at all times indemnify, keep indemnified, defend and save harmless each other party as Indemnitees and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by the Indemnitees on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, fault, mistake, or negligence of the Indemnitor, its employees, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Indemnitor and/or its subcontractors or claims under similar such laws or obligations. The Indemnitor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of an Indemnitee or its employees.
17. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.
18. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with Section 38 of this Agreement and the laws of the State of Arizona.
19. If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.
20. This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

21. The County and the District shall each maintain appropriate insurance.

a. In no event shall the total coverage be less than the minimum insurance coverage specified below:

i. Commercial General Liability including Law Enforcement Legal Liability on an occurrence format in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) policy aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations. The General Liability policy shall include the following:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Fire Legal Liability | \$50,000 |
| Each Occurrence | \$1,000,000 |

ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include “any auto.” Such insurance shall include coverage for loading and unloading hazards.

iii. Workers’ compensation coverage with Employer’s Liability split limits of \$1,000,000 each for each accident/ disease of each employee/ disease policy limit. The insurer must agree to waive all rights of subrogation against the other parties to this contract and their officers, agents, employees and volunteers for losses arising from work performed by the insured entity for other parties to this contract.

b. The County shall name the City and the District, their agents, officials and employees as additional insureds for the commercial general liability (including errors and omissions) and automobile liability coverage. Within ten (10) days of signing this Agreement, the County shall furnish the City and the District with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The City and the District reserve the right to request and receive certified copies of any or all of the above policies and/or endorsements.

c. The District shall name the City and the County, their agents, officials and employees as additional insureds for the commercial general liability (including errors and omissions) and automobile liability coverage. Within ten (10) days of signing this Agreement, the District shall furnish the City and the County with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The City and the County reserve the right to request and

receive certified copies of any or all of the above policies and/or endorsements.

- d. The City of Flagstaff shall name the County and the District, their agents, officials and employees as additional insureds for the commercial general liability (including errors and omissions) and automobile liability coverage. Within ten (10) days of signing this Agreement, the City shall furnish the County and the District with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The County and the District reserve the right to request and receive certified copies of any or all of the above policies and/or endorsements.
22. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under ARS §12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obliged to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.
 23. The City, County and District each agrees that each shall have the right at reasonable times and places to inspect, copy and audit any books, accounts, time cards, correspondence or any other records or documents which are used to determine the performance or cost of the services to be performed under this Agreement. Audit and inspection costs shall be borne by the party requesting the audit or inspection.

Reasonable times and places means between 8 a.m. and 5 p.m. Monday through Friday in the Administrative Offices of the party whose documents are being audited or inspected. Any party shall have access to and the right to examine any directly pertinent books, documents, papers and records of the others related to this Agreement for a period of two (2) years after final payment under this Agreement.
 24. No party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates hereinbefore indicated.

CITY OF FLAGSTAFF

COCONINO COUNTY

By _____
Becky Daggett, Mayor

By _____
Patrice Horstman
Chairwoman, Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Lindsay Daley, Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Deputy County Attorney

COCONINO COUNTY
JAIL DISTRICT

By _____
Patrice Horstman
Chairwoman, Board of Directors

ATTEST:

Lindsay Daley, Clerk of the Board

Approved as to form:

Deputy County Attorney

**EXHIBIT A
EXAMPLE IGA % CALCULATIONS**

| TOTAL FACILITIES | | | | | | | | | | | | | | | | |
|--|--------------------|--------------|-------------------|-------|----------------|-------|---------------------|-------|---------------|-------|------------------|-------|------------------|-------|------------------|---------------|
| | Basis | Total | FPD | | Sheriff | | Sheriff Page | | SAR | | County | | Jail | | Page Jail | |
| Operations | Square Footage | 205,661 | 29,900 | 14.5% | 18,736 | 9.1% | 3,265 | 1.6% | 9,500 | 4.6% | 2,888 | 1.4% | 130,062 | 63.2% | 11,310 | 5.5% |
| Snow Plow | Parking Spaces | 436 | 219 | 50.2% | 115 | 26.4% | | | 0 | 0.0% | 20 | 4.6% | 82 | 18.8% | | |
| Landscape | Parking Spaces | 436 | 219 | 50.2% | 115 | 26.4% | | | 0 | 0.0% | 20 | 4.6% | 82 | 18.8% | | |
| Utilities | Square Footage | 125,242 | 0 | 0.0% | 0 | 0.0% | | | 0 | 0.0% | 2,888 | 2.3% | 122,354 | 97.7% | | (Jail Only) |
| Natural Gas | Square Footage | 181,586 | 29,900 | 16.5% | 18,736 | 10.3% | | | 0 | 0.0% | 2,888 | 1.6% | 130,062 | 71.6% | | (Flag Campus) |
| MAINTENANCE | | | | | | | | | | | | | | | | |
| | Basis | Total | FPD | | Sheriff | | Sheriff Page | | County | | Jail | | Page Jail | | | |
| Operations | Square Footage | 196,161 | 29,900 | 15.2% | 18,736 | 9.6% | 3,265 | 1.7% | 2,888 | 1.5% | 130,062 | 66.3% | 11,310 | 5.8% | | |
| Snow Plow | Parking Spaces | 436 | 219 | 50.2% | 115 | 26.4% | | | 20 | 4.6% | 82 | 18.8% | | | | |
| Landscape | Parking Spaces | 436 | 219 | 50.2% | 115 | 26.4% | | | 20 | 4.6% | 82 | 18.8% | | | | |
| Utilities | Square Footage | 125,242 | 0 | 0.0% | 0 | 0.0% | | | 2,888 | 2.3% | 122,354 | 97.7% | | | (Jail Only) | |
| Natural Gas | Square Footage | 181,586 | 29,900 | 16.5% | 18,736 | 10.3% | | | 2,888 | 1.6% | 130,062 | 71.6% | | | (Flag Campus) | |
| CUSTODIAL | | | | | | | | | | | | | | | | |
| | Basis | Total | FPD | | Sheriff | | County | | Jail | | | | | | | |
| Operations | Square Footage | 59,232 | 29,900 | 50.5% | 18,736 | 31.6% | 2,888 | 4.9% | 7,708 | 13.0% | | | | | | |
| Utilities | Square Footage | 56,344 | 29,900 | 53.1% | 18,736 | 33.3% | 0 | 0.0% | 7,708 | 13.7% | (LEAF Bldg Only) | | | | | |
| Reclaimed Water | Parking Spaces | 436 | 219 | 50.2% | 115 | 26.4% | 20 | 4.6% | 82 | 18.8% | | | | | | |
| *note - Parks & Rec pays for the meter at Sawmill Park. When the meter is on, they pay their portion of the reclaimed water billing based on the meter reading | | | | | | | | | | | | | | | | |
| WARRANTS | | | | | | | | | | | | | | | | |
| | Basis | Total | City Court | | Sheriff | | | | | | | | | | | |
| Operations | Number of Warrants | 5,876 | 3,400 | 57.9% | 2,476 | 42.1% | | | | | | | | | | |
| RECORDS | | | | | | | | | | | | | | | | |
| | Basis | Total | FPD | | Sheriff | | Jail | | | | | | | | | |
| RMS Records (Incidents / Bookings) | | 27,945 | 17,335 | 62.0% | 3,848 | 13.8% | 6,762 | 24.2% | | | | | | | | |
| Less Discount for Records not Disseminated 25% | | | | | | | | | | | | | | | | |